

REPOSITORY DOE/ASO
COLLECTION DOE/NV
BOX No. 1027 "ERDA #2"
BIKINI ISLAND (BIO-MED)
FOLDER el Thru 06/1968

405505

UNITED STATES
ATOMIC ENERGY COMMISSION
P. O. BOX 5400
ALBUQUERQUE, NEW MEXICO

Contract AT(29-2)-1073
Effective Date: July 1, 1960

AGREEMENT

1. PARTIES

This AGREEMENT is entered into effective July 1, 1960, by and between the MANAGER, ALBUQUERQUE OPERATIONS, ATOMIC ENERGY COMMISSION, (ALO), and the COMMANDER, PACIFIC MISSILE RANGE, (PMR).

2. PURPOSE AND AUTHORITY

This Agreement is entered into in implementation of and pursuant to the agreement dated June 30, 1960, between the Atomic Energy Commission, (AEC), and the Department of Defense, represented by the Department of Navy, for the transfer of the Eniwetok Proving Ground from the AEC to the Navy. Reference is particularly made to paragraph 5 of said AEC-Navy Agreement.

In line with the foregoing, this Agreement is for the purpose of apportioning the indirect costs of the Holmes & Narver, Inc. Special Facilities Division, (formerly known as the AEC Facilities Division), in Los Angeles between AEC's Contract AT(29-2)-20 and Navy's Contract N123(67156) 23306A (PMR). As used herein

"indirect costs of the . . . Special Facilities Division" shall include and be deemed to refer to any and all costs of the Division which are not chargeable directly to either or both of said contracts in accordance with Holmes & Narver, Inc.'s normal divisional accounting practices, as approved by the AEC and PMR, and which are otherwise allowable or reimbursable under said contracts.

3. UNDERSTANDING


- a. The indirect costs of the Special Facilities Division shall be apportioned to Contract AT(29-2)-20 and Contract N123 (67156) 23306A(PMR) on the basis of the total adjusted direct allowable or reimbursable costs for the period involved under each of these contracts. "Adjusted" as used herein shall mean that there shall be deducted from the total allowable or reimbursable direct costs under each of the the contracts involved an amount representing all premium labor costs under each of the contracts. "Premium labor costs" as used herein shall refer to all overtime pay, (i.e., pay for work in excess of a 40 hour week or an 8 hour day), all holiday pay, all bonus or extra compensation pay, and all fringe benefits applicable to the foregoing premium pay items.

- b. In order to carry out the apportionment described in a. above, Holmes & Narver, Inc. will be authorized by ALO and PMR provisionally to bill the Navy under Contract N123(67156) 23306A(PMR) and the advanced fund account of the AEC under Contract AT(29-2)-20, as appropriate percentage of the respective total adjusted direct allowable or reimbursable costs incurred under each of the contracts for the billing period involved.

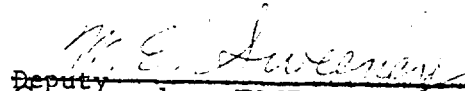
The percentage authorized by ALO and PMR will be revised, if necessary, from time to time so as to keep the return to Holmes & Narver from such provisional billings in balance with the indirect costs incurred in the Special Facilities Division. In any event, the amounts provisionally billed during any fiscal year of the United States Government (or such shorter appropriate period as shall be agreed to by ALO and PMR) shall be adjusted to conform to actually incurred and audited allowable indirect costs and to the apportionment formula set forth in a. above.

- c. Notwithstanding the provisions of a. above, the final apportionment of allowable indirect costs of the Special Facilities Division shall be subject at any time to both retrospective and prospective adjustment to assure an equitable apportionment of costs between the AEC and the Navy. Such adjustment may be

requested by either ALO or PMR and upon a request there-
for, shall be the subject of negotiations by the parties hereto.



Manager, ALO



Deputy
Commander, PMR

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USE AND OCCUPANCY AGREEMENT FOR LAND
IN THE TRUST TERRITORY OF THE PACIFIC ISLANDS
UNDER THE ADMINISTRATIVE RESPONSIBILITY
OF THE DEPARTMENT OF THE INTERIOR

This agreement made as of the 2nd day of March, 1944, by and between the Government of the Trust Territory of the Pacific Islands, hereinafter called "Grantor" and the United States of America:

WITNESSETH:

Whereas, Grantor is the owner of exclusive use and occupancy rights for an indefinite period of time including the right to make a conveyance thereof in and to certain parcels of land, said parcels being located in the Marshall Islands and described as follows:

All of the atoll of Eniwetok located in the Marshall Islands, between 11 degrees 20 minutes North Latitude to 11 degrees 46 minutes North latitude, and 162 degrees 02 minutes East longitude to 162 degrees 24 minutes East longitude,

and as delineated on the attached map marked Exhibit "A" and made a part hereof; and

Whereas, Grantor is agreeable to conveying to the United States of America the exclusive right to the use and occupancy of the land described aforesaid for an indefinite period of time subject to certain conditions; and

Whereas, the United States of America desires to acquire the use and occupancy of the land described aforesaid, for an indefinite period of time.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth and the mutual benefits to be derived therefrom, it is agreed as follows:

1. Use Granted. Grantor for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, does hereby grant, sell, convey, and assign unto the United States of America

ENCL(4)

the exclusive right to use and occupy the land above described for an indefinite period of time to continue so long as the United States of America has a use for said land and in addition will save the United States of America harmless from any and all claims, demands, suits, and actions of whatsoever kind or nature arising directly or indirectly from such use or occupancy; provided, the same do not arise from any alleged act of negligence by the United States of America, its agents, servants, or employees.

2. Conditions of Use. (A) Use To Be Consistent With Trusteeship Agreement. The use to which the land is put by the United States of America shall be consistent with the provisions and purposes of the Trusteeship Agreement relating to the Administration of the Trust Territory of the Pacific Islands.

(B) Review of Need for Land Every Five Years. On or about June 30, 1961, and on a similar date each five-year period thereafter, the agency of the United States of America having the use and occupancy of said land or the Department of the Navy as the representative thereof and Grantor shall jointly review and determine the need for continuing the use and occupancy granted, sold, conveyed, and assigned hereby.

(C) Review by the President. In the event the review provided for in paragraph (B) does not result in agreement as to the need for continuing use and occupancy by the United States of America, the matter shall be presented to the President of the United States for final decision.

(D) Termination of Use and Occupancy. In the event of a decision pursuant to paragraphs (B) or (C) that a need for the continued use and occupancy of said land does not exist, the use granted, sold, conveyed, and assigned hereby shall terminate thirty days from the date of such decision and all interest in said land shall revert to the Grantor. During said thirty-day period, the United States of America may, if it elects, remove any structures or improvements it has heretofore erected or may hereafter erect on the land; and if the structures or improvements cannot be removed during said thirty-day period, the United States of America shall be permitted such additional reasonable time as may be required.

3. Use of Land By Grantor. When not actively used by the United States of America, said lands and improvements will be made available to the Grantor on a license basis, for the use and benefit of the people of the Trust Territory of the Pacific Islands. The license shall be subject to the following conditions:

(A) The license may be revoked at any time by the United States of America so advising the Grantor in writing.

(B) The Grantor shall reimburse the United States of America for any utilities and services furnished.

(C) Grantor shall maintain and be responsible for any loss or damage to the real property and personal property owned by the United States of America, except for loss or damage caused by ordinary wear and tear and conditions beyond the control of the Grantor.

(D) Grantor shall be responsible for any damage or injury to others arising from the use by the Grantor or the people of the Trust Territory of the Pacific Islands of said land or any improvements or facilities located thereon.

(E) No permanent native dwellings or settlements shall be established on said land without the Grantor obtaining prior written approval from the United States of America.

In Witness Whereof, the parties hereto have executed this agreement as of the day and year first above written.

Government of the Trust Territory
of the Pacific Islands

By *D. H. Nucker*
D. H. Nucker
High Commissioner

The United States of America

By *J. D. Kelly*
J. D. KELLY, RADM, CAPT, USN
DIRECTOR, PACIFIC DIVISION
BUREAU OF YARDS AND DOCKS
By direction of the Chief of the Bureau
of Yards and Docks, acting under the
direction of the Secretary of the Navy

Marshall Islands District
Recorded Book 1, page 5, 6, 7
June 20, 1957, 9 A.M.
Raymond de Buren
Chief of Court

USE AND OCCUPANCY AGREEMENT FOR LAND
IN THE TRUST TERRITORY OF THE PACIFIC ISLANDS
UNDER THE ADMINISTRATIVE RESPONSIBILITY
OF THE DEPARTMENT OF THE INTERIOR

This agreement made as of the 15th day of April, 1948, by and between the Government of the Trust Territory of the Pacific Islands, hereinafter called "Grantor" and the United States of America:

WITNESSETH:

Whereas, Grantor is the owner of exclusive use and occupancy rights for an indefinite period of time including the right to make a conveyance thereof in and to certain parcels of land, said parcels being located in the Marshall Islands and described as follows:

All of the atoll of Bikini located in the Marshall Islands, between 11 degrees 29 minutes North latitude to 11 degrees 45 minutes North latitude, and 165 degrees 11 minutes East longitude to 165 degrees 54 minutes East longitude,

and as delineated on the attached map marked Exhibit "A" and made a part hereof; and

Whereas, Grantor is agreeable to conveying to the United States of America the exclusive right to the use and occupancy of the land described aforesaid for an indefinite period of time subject to certain conditions; and

Whereas, the United States of America desires to acquire the use and occupancy of the land described aforesaid, for an indefinite period of time.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth and the mutual benefits to be derived therefrom, it is agreed as follows:

1. Use Granted. Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, does hereby grant, sell, convey, and assign unto the United States of America

ENCLOSURE

the exclusive right to use and occupy the land above described for an indefinite period of time to continue so long as the United States of America has a use for said land and in addition will save the United States of America harmless from any and all claims, demands, suits, and actions of whatsoever kind or nature arising directly or indirectly from such use or occupancy; provided, the same do not arise from any alleged act of negligence by the United States of America, its agents, servants or employees.

2. Conditions of Use. (A) Use To Be Consistent With Trusteeship Agreement. The use to which the land is put by the United States of America shall be consistent with the provisions and purposes of the Trusteeship Agreement relating to the Administration of the Trust Territory of the Pacific Islands.

(B) Review of Need for Land Every Five Years. On or about June 30, 1961, and on a similar date each five-year period thereafter, the agency of the United States of America having the use and occupancy of said land or the Department of the Navy as the representative thereof and Grantor shall jointly review and determine the need for continuing the use and occupancy granted, sold, conveyed, and assigned hereby.

(C) Review by the President. In the event the review provided for in paragraph (B) does not result in agreement as to the need for continuing use and occupancy by the United States of America, the matter shall be presented to the President of the United States for final decision.

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(A) The license may be revoked at any time by the United States of America so advising the Grantor in writing.

(B) The Grantor shall reimburse the United States of America for any utilities and services furnished.

(C) Grantor shall maintain and be responsible for any loss or damage to the real property and personal property owned by the United States of America, except for loss or damage caused by ordinary wear and tear and conditions beyond the control of the Grantor.

(D) Grantor shall be responsible for any damage or injury to others arising from the use by the Grantor or the people of the Trust Territory of the Pacific Islands of said land or any improvements or facilities located thereon.

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In Witness Whereof, the parties hereto have executed this agreement as of the day and year first above written.

Government of the Trust Territory
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By *D. H. Nucker*
D. H. Nucker
High Commissioner

The United States of America

By *J. F. Jellett*
J. F. JELLETT, RADM, CDC, USN
DIRECTOR, PACIFIC DIVISION
BUREAU OF YARDS AND DOCKS

By direction of the Chief of the Bureau
of Yards and Docks, acting under the
direction of the Secretary of the Navy

Marshall Islands District

Recorded Book 4, page 1, 2, 3

June 20, 1957, 9 A.M.

Raymond de Silem
Clerk of Court